

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination. Inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(h) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(e) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Ober, Kaler, Grimes & Shriver	European Space Agency

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Providing advice, assistance and counsel with respect to U.S. policies, laws, and regulations (including those concerning space and its peaceful uses) in matters that may affect, concern, or otherwise interest the Principal.

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REGISTRATION UNIT

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Performance of these legal services is envisioned to require in some cases substantive discussions with Government representatives.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities on behalf of the Principal may include political activities as so defined to the extent warranted or requested by the Principal. These would include contacts with Government representatives with respect to U.S. and state laws, regulations, policies and proceedings of interest or concern to the Principal; developments concerning the peaceful uses of space; the matter of intergovernmental discussions and negotiations regarding possible agreement on international guidelines and principles as to government support to companies furnishing commercial launching services competitively on an international basis as referred to in, among other things, the notices of the Office of U.S. Trade Representative in 52 Fed. Reg. 2467 (January 22, 1987), and 54 Fed. Reg. 4931 (January 31, 1989), and the U.S. Commercial Space Launch Policy of September 5, 1990; civil and commercial space policy; matters relating to the establishment of a permanently manned space station; matters relating to NASA authorizations and appropriations and related space and trade legislation; matters involving privileges and immunities of international organizations and their employees, and patent litigation and license matters with the U.S. Government.

Date of Exhibit B

8/30/93

Name and Title

John C. Baldwin  
Managing Partner

Signature

*John C. Baldwin*

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

OBER, KALER, GRIMES & SHRIVER

ATTORNEYS AT LAW

710 RING BUILDING

1200 EIGHTEENTH STREET, N.W.

WASHINGTON, D. C. 20036

(202) 331-9100

FACSIMILE (202) 331-9116

JOHN B. GANTT  
DIRECT DIAL NUMBER  
(202) 898-4664

OFFICES:  
MARYLAND  
NEW YORK  
NEW JERSEY

June 10, 1993

VIA FACSIMILE

Mr. R. Oosterlinck  
Head of Personnel Management  
EUROPEAN SPACE AGENCY  
8-10, rue Mario-Nikis  
78735 Paris Cedex 15  
FRANCE

Dear Mr. Oosterlinck:

Thank you for the Consultancy Contract No. 57/93/GANTT, dated 26 May 1993. With the following several clarifying changes and understanding, the contract is acceptable and we are pleased to be of continuing service to the Agency:

1. Correct address should read:

Mr. John B. Gantt  
Partner  
Ober, Kaler, Grimes & Shriver  
1200 18th Street, N.W.  
710 Ring Building  
Washington, D.C. 20036-2590

I will, of course, remain the partner in charge of the Agency's matters under the contract, and the Agency's matters will have my personal attention.

2. In the third line of subclause 1.1 on page 1, add the phrase ", including those set forth in Annex I," within commas after the word "matters".
3. Subclause 1.3, first sentence, add before the period and in parenthesis "(for meetings, colloquia, and hearings, in the Washington Metro area, Mr. Pryke)".

*John B. Gantt*  
28 June 1993



europaan space agency  
agence spatiale européenne

PERS/gm/1812  
PERSONAL & CONFIDENTIAL

Paris, 29 JUIN 1993

RIDER N°1 TO CONSULTANCY CONTRACT N°57/93/GANTT

Dear Mr. Gantt,

I fully agree with the attached modifications to your Consultancy Contract 57/93 dated 26 May 1993.

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'R. Oosterlinck', written in a cursive style.

For the Director General  
Head of Personnel Management  
R. OOSTERLINCK

Mr. John B. GANTT  
Partner  
Ober, Kaler, Grimes & Shiver  
1200 18th Street, N.W.  
710 Ring Building  
USA - WASHINGTON, D.C. 20036-2590

4. The second paragraph of subclause 2.1 should read:

"For the reimbursement of disbursements incurred in connection with tasks identified under paragraph 1.3 above, a maximum limit of US \$3,000 shall apply for the year 1993."

5. Delete subclause 1.6 and substitute the term "month" for "three months" in the second line of the third paragraph of subclause 2.1.
6. In the third sentence of clause 8, after the words "as from", add the words "1 January 1993 on".
7. In clause 9, third line, "my" should be "any".
8. In reviewing the tasks, I would note that in some cases, e.g., the Claims Court litigation, it is difficult to estimate the extent of the effort that will be required this year. I understand and appreciate the Agency's position as to fiscal austerity and that if unforeseen events arise for which increased effort is necessary on any task, the justifications should be put forth in writing at that time so that they can be considered and acted upon.

If you are in agreement with the foregoing, I suggest your letter of 26 May 1993 and this response together constitute the consultancy agreement.

Thank you again for this consultancy contract.

Sincerely,

OBER, KALER, GRIMES & SHRIVER

*John B. Gantt*  
John B. Gantt

AGREED:  
European Space Agency

*R. Oosterlinck*  
For the Director General  
Head of Personnel Management  
R. OOSTERLINCK

DATE: 28 June 1993

ANNEX 1

1. Provision of advice in the form of legal opinions pursuant to written requests by the Director of Administration or the Legal Advisor.
2. Monitoring activities specifically identified in writing by the Director of Administration and the Legal Advisor.
3.
  - a) General monitoring of US legislation/regulations which may be of interest to ESA in such fields as space law, commercial law, privileges and immunities, institutional evolution of space activities in the USA, etc... This task includes the furnishing, when necessary, of summaries and concise legal analyses. It shall be communicated to the ESA/Washington office, ESA/Director of Administration and ESA/Legal Adviser.
  - b) Completion of on-going issues. Depending from the merits of each specific case, you will monitor up to completion, the fate of the following issues:  
  
"Maryland Tax", "Renner Patent", "Hughes Patent". Considering that some of these issues require specific action from time to time only, this activity shall be limited to a maximum of 150 hours in 1993. This work shall be communicated to the ESA Legal Adviser.  
  
The Consultant or ESA may propose additional subjects for a maximum of 40 hours.
  - c) "Rules of the Road" - this work shall be limited to a maximum of 300 hours in 1993. This work shall be communicated to the Director of Administration and the Director of Space Transportation Systems.
4. Outstanding payment for work performed by the Consultant and not covered by the previous contract shall be paid upon signature by both parties of the present contract:
  - a) In the case of Maryland Tax (+ disbursements), Space Related matters - US law and FOC Accident (+ disbursements):  
US \$ 29.868,00
  - b) In the case of Rules of the Road US \$ 78.104,00

*Handwritten note:*  
Read and respond  
with change? per  
12 - me 98 letter?  
signature.



esa

european space agency  
agence spatiale européenne

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PERSONAL & CONFIDENTIAL

Paris, 26 MAI 1993

CONSULTANCY CONTRACT N°57/93/GANTT

Dear Mr. Gantt,

On behalf of the Director General of ESA, I have pleasure in offering a Consultancy Contract. Should you decide to accept this offer, the following terms will be applicable.

1. Scope of the Consultancy

- 1.1 You will perform, on behalf and request of ESA, legal advice, assistance and counsel with respect to US laws, regulation and policies, in matters that may affect or concern ESA in accordance with the following conditions:
- 1.2 The consultant shall not duplicate the work executed by the Washington Office of ESA and shall coordinate his actions when necessary, with the Head of the Washington Office of ESA. Unless specifically authorised on a case by case basis, the Consultant shall not represent the Agency's views or positions vis-a-vis Governmental or intergovernmental institutions and authorities, with the exception of judicial authorities for the activities referred to under paragraph 1.3 below.
- 1.3 All necessary information regarding the conduct of your tasks will be supplied to you exclusively by the Director of Administration or the Legal Advisor or by persons explicitly designated by them in writing (for matters connected with the 'Rules of the Road' Messrs. Feustel-Buechl and Orye are hereby designated). Work instructions shall be given in writing by the aforementioned individuals, in a manner specifying:
  - a) workstatement identified by a work action number. The workstatement shall normally mention whether a written legal opinion, or some other documentation is required;

Mr. John B. GANTT  
~~Attorney-at-Law~~ Partner, Ober, Kaler, Grunius & Shriver  
Suite 500-East 710 Ring Bldg.  
1025 Thomas Jefferson St. 1200 18th St. N.W.  
USA - WASHINGTON, D.C. 20007 20036-2590

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REGISTRATION  
SECTION  
10 JUN 93  
Read and approved  
with changes by me  
10 June 93 letter 2  
acceptance.  
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CONSULTANCY CONTRACT N°57/93/GANTI

- b) the date from which authorised (and therefore chargeable) work shall commence;
  - c) the date after which chargeable work in relation to the authorised action will cease, or, in cases where no precise date can be given, the date upon which ESA will review the continuance and/or modification of the work action;
  - d) The Consultant shall be paid at the rate specified hereafter but the total billings may not exceed any "not to exceed" amount stipulated in each Statement of work issued hereunder.
- 1.4 In connection with the tasks specified in 1.1 above, you may be requested by the persons named in 1.3 above to attend meetings, colloquia, and hearings.
- 1.5 In order to secure payment pursuant to this letter, the following conditions must be fulfilled:
- a) reference shall be made to the work action authorisation number for each item for which fees and reimbursement are claimed in a bill for services rendered;
  - b) a statement shall be made in that bill of the time worked on particular work action items, as well as of the dates on which the work took place.
- 1.6 The claim for fees and reimbursement are to be made out in duplicate and forwarded each month to the Director of Administration.

2. Remuneration

- 2.1 In return for the performance of the tasks in accordance with paragraph 1 above, you will receive a hourly fee of 200 US \$, plus reimbursement of reasonable disbursement for long distance telephone charges, telecopies charges, duplicating charges, meetings and meal expenses, courier postage. Computer legal research is limited to 200 US \$.

For the tasks identified under paragraph 1.3 above, a maximum limit of US \$ 3,000 shall apply for the year 1993.

The claims for fees and reimbursements are to be made out in duplicate and forwarded every three months to the Director of Administration. These claims shall comprise:

- a brief summary/description of the work performed under paragraphs 1.1 and 1.2 above;

*Read and approved with  
changes as per 10 June 93  
the 6 acceptance.  
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CONSULTANCY CONTRACT N°57/93/GANTI

- a statement of the time worked on particular work action items, as well as of the dates on which the work took place;
- a reference to the work action authorisation number for each activity authorised under paragraph 1.2 above;
- itemisation of disbursements referred to under paragraph 2.1 above when such expenses are in excess of US \$ 15, broken down per category of activity as described in paragraph 1.

You will also receive, in accordance with Annex II to this letter of appointment, reimbursement of your travel expenses together with the subsistence allowance appropriate to Group II under the ESA travel scheme (see attachment).

- 2.2 The payment provided for in 2.1 above and similar payment from another source in respect of the same journeys of the same tasks shall not be cumulative.
- 2.3 Your claim for travel expenses and subsistence allowance is to be made out on the Mission Order Form that will be supplied to you. The complete form is to be sent to the Director of Administration immediately upon completion of the journey in respect of which travel expenses are claimed, accompanied by ticket covers, vouchers and receipts.

3. Liability of ESA

- 3.1 The liability of ESA under this letter of appointment will be limited to the payment of fees, reimbursements and subsistence allowance, as well as the reimbursement of travel expenses, as indicated under paragraph 2 above.
- 3.2 Apart from the payment provided for in 2.1 above, you will receive no other payment from ESA in respect of the tasks specified in 1.1 above.
- 3.3 The Agency will not be responsible for the declaration of national taxes or social security or for their payment, which will remain the responsibility of the Consultant. Consultant shall comply with applicable federal and state laws in the United States governing the performance of his activities and tasks hereunder.
- 3.4 Should the Agency decide for any reasons to cancel one or more work actions detailed at paragraph 1.1 above, you will be requested to submit your claim for fees and reimbursements in respect of the number of hours undertaken between the date of entry into force and the effective date of termination of these work actions. The above applies mutatis mutandis in case of cancellation by the Consultant.

*Read at 21/10/93  
with changes as per  
193 letter  
insurance*

CONSULTANCY CONTRACT N°57/93/GANTI

4. Confidential Information

You will not disclose to third parties or otherwise make use of the results of your tasks performed under this contract, or of any other information obtained by you from ESA in the course of your performance of those tasks, without written approval.

5. Payment

A period of one month shall be granted to the Agency for each payment due under this letter. This period shall commence on the date of receipt of the claim by the Agency. Payment shall be in US currency by cheque or wire transfer to US Bank at Consultant's option.

6. Applicable law

This letter of appointment will be governed by French law except for final sentence of 3.3 above.

7. Arbitration

7.1 Any dispute arising from the terms of this letter of appointment which is not settled amicably until 60 days from notice thereof. Shall be submitted to a single arbitrator appointed by agreement between the parties, or, failing such agreement, by the Secretary General of the Court of Arbitration of the International Chamber of Commerce.

7.2 The proceedings shall be governed by Rules of Conciliation and Arbitration of the International Chamber of Commerce.

7.3 The arbitration proceedings shall take place in Paris in the English language.

7.4 The award shall be final and binding on the parties; no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the State in which it is to be executed, and ESA hereby waives its immunity with respect to execution and enforcement of any amount made against it in respect of this contract.

8. Entry into force

The entry into force of this letter of appointment is conditional upon your acceptance of the terms contained herein. You are requested to

*Recd of your  
with amount as per  
10 June 93 letter  
of acceptance*

CONSULTANCY CONTRACT N°57/93/GANTI

signify your acceptance by returning one copy of this letter, countersigned and dated by you and bearing the manuscript addition "Read and approved" on each page. The letter shall take effect as from the date of receipt by ESA of one copy so annotated, which date shall be notified by fax to the Consultant.

9. Annexes

All annexes and appendices to this letter shall form integral parts thereof, and references to a paragraph of the letter shall be read as including my annex thereto.

Yours sincerely,



For the Director General  
Head of Personnel Management  
R.OOSTERLINCK

Att. Annex 1  
Provisions governing the repayment of  
ESA experts' and Consultants' Mission  
Expenses (ESA/ADMIN(84)6, Rev. 2).

Head of Personnel  
with changes as per  
10 June 93 letter  
acceptance.  
9